FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00144837-B **Type of Permit:** FILMING **Release Date:** 11/15/2018

Production Company ABOVE AVERAGE LLC C/O BROADWAY VIDEO ENTERTAINMENT

Insured Company Name ABOVE AVERAGE LLC C/O BROADWAY VIDEO ENTERTAINMENT

Contact Phone No. 1 212-265-7600

Contact Phone No. 2

Fax

Address 1619 BROADWAY NEW YORK, New York 10019

Production Title KAPPA DELTA CRYPTO

Type of Production TV Webisode/Mobisode/Podcast

Producer Phil Conserva

Director Lilah Taber

1st AD Michelle Parvin

Production Manager Louis Milito

FilmL.A. Coordinator Carri Stevens

Location Manager Tyler McGraw

Primary Phone Mobile - 949-701-1407

Secondary Phone

Location Assistant Nick Sternberg

Primary Phone Mobile - 213-820-3933

Secondary Phone

Fees

Notification Charge	$170.00
FILMLA NON-REFUNDABLE FILM PERMIT RIDER FEE	$109.00
MONTEREY PARK LICENSING FEE	$750.00

Total Permit Fee $1,029.00

Number of Locations 2

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Summary Information — Location

Permit Number	F00144837-B	**Location Manager**	Tyler McGraw
Production Company	ABOVE AVERAGE LLC C/O BROADWAY...	Primary Phone	Mobile - 949-701-1407
Insured Company	ABOVE AVERAGE LLC C/O BROADWAY...	Secondary Phone	
Production Title	KAPPA DELTA CRYPTO		

Location Address 1301 Avenida Cesar Chavez, Monterey Park, CA, 91754

Location Name EAST LOS ANGELES COLLEGE

Location Type College/University

Film Dates 11/16/2018 - 11/16/2018 08:00 - 23:59 1 day
11/19/2018 - 11/19/2018 05:00 - 20:00 1 day

Open or Closed to the Public Closed

Generic Conditions All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached document ELAC - AGREEMENT (SIGNED).pdf

Equipment on Location

Type	Quantity
5 Ton Truck	3
Cast/Crew vehicles	25
Catering Truck	1
Fire Extinguisher (2A10BC Minimum Rating)	5
Generator	1
Honey Wagons	2
Stakebed Trucks	1
Vans	2

Personnel on Location

Type	Quantity
Cast	5
Crew	30
Extras	10

Where are the extras holding? We will be holding extras in one of the empty classrooms on campus.

Filming Activities Brandishing weapons (not in public view); Equipment on property; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; Outside walkway next to building G5.; Outside common areas between P2 & S2; Inside

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Summary Information — Location

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Production Company	ABOVE AVERAGE LLC C/O BROADWAY...	Primary Phone	Mobile - 949-701-1407
Insured Company	ABOVE AVERAGE LLC C/O BROADWAY...	Secondary Phone	
Production Title	KAPPA DELTA CRYPTO		

Buildings K5 & P2; Outside common areas between P2 & S2. Inside Building S2;

Jurisdiction **Political:** Monterey Park **Police:** Los Angeles County Sheriff **Fire:** Monterey Park Fire Department

Thomas Guide **Page:** 635 **Grid:** J5

Approvals

MONTEREY PARK CITY MANAGER OFFICE	Ron Bow
MONTEREY PARK COMMUNITY DEVELOPMENT	Samantha Tewasart
MONTEREY PARK FIRE DEPARTMENT	Ken Leasure
MONTEREY PARK HUMAN RESOURCES & RISK MANAGEMENT	Tom Cody
MONTEREY PARK POLICE DEPARTMENT	Robert Julian
MONTEREY PARK PUBLIC WORKS DEPARTMENT	Mark McAvoy
MONTEREY PARK RECREATION & COMMUNITY SERVICES DEPARTMENT	Robert Aguirre

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

Parking Notes
Basecamp will be setup in the school parking lot.

Crew will be parking in the school's parking structure #4.

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Summary Information — Location

Permit Number	F00144837-B	**Location Manager**	Tyler McGraw
Production Company	ABOVE AVERAGE LLC C/O BROADWAY...	Primary Phone	Mobile - 949-701-1407
Insured Company	ABOVE AVERAGE LLC C/O BROADWAY...	Secondary Phone	
Production Title	KAPPA DELTA CRYPTO		

Location Address 2119 S Atlantic Blvd, Monterey Park, CA, 91754

Location Type Bakeshop

Film Dates 11/19/2018 - 11/19/2018 07:00 - 22:00 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached document KDC - CAKED L.A. AGREEMENT_.pdf

Equipment on Location

Type	Quantity
5 Ton Truck	3
Fire Extinguisher (2A10BC Minimum Rating)	3
Generator	1
Honey Wagons	2
Stakebed Trucks	1
Vans	2

Personnel on Location

Type	Quantity
Cast	4
Crew	30

Filming Activities Exterior establishing shots; Interior Dialogue; One camera on a tripod in one of the parking spaces directly in front of CAKED L.A. We would be confined to only one parking space.;

Jurisdiction **Political:** Monterey Park **Police:** Monterey Park Police Department **Fire:** Monterey Park Fire Department

Approvals

MONTEREY PARK CITY MANAGER OFFICE	Ron Bow
MONTEREY PARK COMMUNITY DEVELOPMENT	Samantha Tewasart
MONTEREY PARK FIRE DEPARTMENT	Ken Leasure

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Summary Information — Location

Permit Number	F00144837-B	**Location Manager**	Tyler McGraw
Production Company	ABOVE AVERAGE LLC C/O BROADWAY...	Primary Phone	Mobile - 949-701-1407
Insured Company	ABOVE AVERAGE LLC C/O BROADWAY...	Secondary Phone	
Production Title	KAPPA DELTA CRYPTO		

MONTEREY PARK HUMAN RESOURCES & RISK MANAGEMENT	Tom Cody
MONTEREY PARK POLICE DEPARTMENT	Robert Julian
MONTEREY PARK PUBLIC WORKS DEPARTMENT	Mark McAvoy
MONTEREY PARK RECREATION & COMMUNITY SERVICES DEPARTMENT	Robert Aguirre

Parking

Base Camp
Location Type : Other Location
1302 Avenida Cesar Chavez, Monterey Park, CA, 91754

Crew Parking
Location Type : Other Location
1301 avenida cesar chavez, monterey park, 91754

Parking Notes

All Crew and Production Vehicles will be parking at East Los Angeles College at 1301 Avenida Cesar Chavez, Monterey Park, CA 91754.

Crew Vehicles will be in Parking Structure #4.

Production Vehicles will be in a special on campus lot.

We would like to bring our Production vehicles over to this Location for a quick unloading and then send them back to their campus parking areas.

NOT A PERMIT

Los Angeles Community College District

FILMING PERMIT FOR USE
PART I: BASIC PERMIT INFORMATION

LACCD Contract # **13713**

Circle applicable needs:
Filming / Parking / Storage

FILM LA PERMIT NO. (IF APPLICABLE):

DATE: 11/16 & 11/19/2018

PERMITEE NAME: Above Average Productions

ADDRESS: 26 Broadway 3rd Floor, NY, NY 1004

REPRESENTATIVE(S): Tyler McGraw

TELEPHONE: 949-701-1407 FAX :

MOBILE:

PRODUCTION TITLE: "Kappa Delta Crypto"

PRODUCTION TYPE: Webisode

PRODUCTION COMPANY (IF APPLICABLE):

DIRECTOR:

NO. OF CREW: 30 CAST: 20

EXTRAS: 0

LG. TRUCKS: 3 OTHER TRUCKS: 2 VANS: 1

UTILITIES: 1 GENERATORS: 1 CAMERA CARS: 1

VEHICLES: 50 CAST/CREW CARS: 50

PERMIT TERM DATES AND TIMES: 11/16/2018 from 8am-midnight 11/19/2018 5am-8pm

COLLEGE NAME: East Los Angeles College

ADDRESS: 1301 Ave. Cesar Chavez

CONTACT: Ernest Burnett

NO PERMIT

PERMITTEE'S INITIALS

LACCD Contract # 13713

LIST DATE(S) AND LOCATIONS OF AREA(S) TO BE USED:

G5 Math & Science Building sidewalk on southside of building

PFAC Quad exterior areas, including stairs to main quad, main quad & bamboo planters

S2 Recital Hall hallways and staircase

G5-G3 Intersection

K5 108 Lecture Hall

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LACCD Contract # 13713

(PLEASE ATTACH MAP WITH DESIGNATED AREAS)

LIST ANY SPECIAL CONDITIONS (EXAMPLE: PYROTECHNICS, AVIATION, AUTOMOBILE RACING, LOUD AUDIO SOUNDS OR EFFECTS, POTENTIALLY DANGEROUS HEALTH OR SAFETY CONDITIONS OR SET DESIGN SEVERELY IMPACTING THE APPEARANCE OF THE CAMPUS ISSUES):

☐ Check here if additional areas have been added on separate sheet(s).

1. **Schedule:** Commencing on, but not before **November 16, 2018** and concluding no later than **November 19, 2018** (Production Time Frame), Permittee may have the use of Premises as is reasonably necessary to perform the Production according to the following schedule:

   Prep Day(s):

   Hold Day(s):

   Shoot Day(s): Nov. 16 from 8am-midnight Nov. 19 from 5am-8pm

   Wrap Day(s):

   LACCD agrees to make Premises available to Permittee during the hours specified during the Production Time Frame which shall be **8am-10pm**. Permit fees are based on a fourteen (14) hour day. If a day last longer than 14 hours, Permittee will be charged for overtime.

   The dates for commencement, Prep, Hold, Shoot and Wrap days may be changed by Permittee due to changes in production schedule or weather conditions; however, ANY CHANGE IN SCHEDULE OR CANCELLATION MAY BE SUBJECT TO ADDITIONAL CHARGES PAYABLE BY PERMITTEE as set forth herein.

2. **Prep and Wrap Days**. Permittee shall pay $ 2,500.00 per day for each prep and/or wrap day(s). A prep and/or wrap day shall be up to 12 hours in duration, from approximately 6AM to 6PM. Should there be a use beyond said 12 hours in the same day, said overage shall be charged at the rate of $ 350.00 per hour or part thereof. Prep days occur before shoot days and are used by the Permittee for the purpose of when the art department and/or layout board crew makes adjustments to the property in preparation for filming. Wrap days occur after shoot days and are used for the purpose of removing Permittee's property; the art department is readjusting and restoring LACCD's property to its original LACCD's condition prior to prep and cleaning. If Permittee needs an additional Wrap Day or portion thereof to

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restore Premises to its original condition beyond the last date stated in the schedule, then the fee stated above in this Part II shall apply. Permittee will issue another check for the required amount, including any additional site rep fees.

3. **Hold Days.** The Permittee shall pay $ 0.00 and that no one from the Production enters the Premises. In the event any personnel/crew member requires access to the Premises at any time during a designated hold day, the hold day shall become a Prep Day, Shoot Day or Wrap day as described above and shall be charged as stated above. A weather day shall mean a day that work is suspended due to adverse weather conditions and shall be charged at the rate set forth in Part II whichever rate that should apply to that date unless notification is made no later than 8PM the day before.

4. **Shoot Days**. Permittee agrees to pay in advance of such initial use: the agreed sum of $ 5,000.00 for each shooting day or part thereof on which Permittee makes use of Premises. A shooting day shall be up to 14 hours duration, from 5:30AM to 7:30PM (actual start time 5:30AM). In the event that a shooting day lasts longer than 14 hours, then the following additional sums shall be paid by Permittee for the overage: for going past 14 hours, $ 500.00 per hour or part thereof. In addition to paying for any use of Premises on Shoot Days, Permittee shall pay any fine or citation issued by the City or other regulatory authority with respect to use of the property past the hour allowed by the City or other authority for such use. Nothing herein limits Permittee's responsibility for other fees, fines, citations, or damages incurred as a result of the Production. Permittee will provide start time for the following day prior to the wrap of the current shoot day.

5. **Site Oversight.** (a) Site Rep. Permittee agrees to pay a site representatives the sum of $ 50.00 per hour based on 14 hours per day or portion thereof. Should there be a use beyond said 14 hours; said overage shall be charged at $ 75.00 per hour or part thereof after 14 hours. If a day lasts longer than 16 hours the Site Rep Fee shall be increased at the overtime rate of $ 100.00 per hour for any hour or part thereof past 16 hours that the Shoot Day continues.

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LACCD Contract # 13713

PART II

Payment Schedule. The Permittee agrees to pay $ 11,938.00 in advance of the first use of Premises (e.g. in advance of the first Prep Day).

Please make the check payable to: East Los Angeles College

PERMIT FEES ARE BASED ON EIGHT HOUR DAYS:

Site Day(s)	@	$	X		=	$
Prep Days(s)	@	$	X		=	$
Hold Day(s)	@	$	X		=	$
Shoot Day(s)	@	**$5,000.00**	X	**2 days**	=	**$ 10,000.00**
Wrap Day(s)	@	$	X		=	$
Storage Day(s)	@	$	X		=	$
Custodial Hours	@	**8 hrs.**	X	**$36 pr. hr.**	=	**$288.00**
Site Rep	@	**33 hrs.**	X	**$50 pr. hr.**	=	**$1,650.00**
Electrical Cart	@	$	X		=	$
Parking	@	$	X		=	$

Overnight charges: $ N/A per day for overnight parking/storage of vehicles and/or equipment when filming at a College.

TOTAL **$11,938.00**

SECURITY DEPOSIT COLLECTED: **$ 5,000.00**

NOT A PERMIT

PERMITTEE'S INITIALS

LACCD Contract # 13713

PART III: STANDARD TERMS AND CONDITIONS

This Permit for Use of Premises ("Agreement") is made and entered into on the above date by and between the Los Angeles Community College District ("LACCD") doing business on behalf of (College Name) East Los Angeles College, and the above-named Permittee ("Permittee"), subject to and on the terms and conditions hereinafter set forth.

1. **Grant of Permit.** In consideration of the payment of the Permit Fee and the performance of the covenants and conditions contained in this Agreement, LACCD hereby grants to Permittee a non-exclusive temporary permit to use the Permit Area during the Permit Term subject to and on the terms and conditions set forth herein. The Permit granted hereunder should include non-exclusive rights of ingress and egress as reasonably necessary to use the Permit Area, with the path of travel to be determined from time to time in the sole and entire reasonable discretion of LACCD; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the Permit Area.

2. **Use.** Permittee shall have the right to use the Permit Area for the sole purpose of conducting activities related to the production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the Permit Term specified in Part II, and for no other purpose and for no other time without the prior written consent of LACCD, which consent may be granted, withheld or conditioned in the sole and absolute discretion of LACCD. Permittee agrees to use the Permit Area in strict accordance with the terms and conditions set forth herein. Permittee may use only those restrooms, if any, that LACCD has specifically designated for use by Permittee. Permittee is responsible to provide all necessary signage with respect to the use of the restrooms. Permittee is to provide all toiletries for any restroom that it uses and to maintain them in a clean condition on a daily basis. Permittee understands that the operation of the Permittee's activities on the Permit Area are secondary to the LACCD's instructional program and no part of the Permittee's operation shall be disruptive, as reasonably determined by LACCD, to the LACCD's instructional program.

3. **Cancellation.** (a) Permittee agrees that if Permittee cancels the use of Premises for the Production for any reason at any time later than 72 hours before and up to 48 hours before 7 am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $7,000.00 (twenty-five per cent (25%) of the Total Location Fee Due); if the use is cancelled anytime later than 48 hours before and up to 24 hours before 7 am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $14,000.00 (fifty per cent (50%) of the Total Location Fee Due) if the use is cancelled within 24 hours before 7 am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $$21,000.00 (seventy-five per cent (75%) of the Total Location Fee Due). If Permittee notifies LACCD of a cancellation later than 8 pm on any day, the notification will be deemed to have been made the following day for purposes of computing the cancellation fee. The parties deem these cancellation fees to be reasonable, given the time, effort, expense and

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PERMITTEE'S INITIALS

inconvenience for LACCD associated with making Premises available to Permittee and with such a cancellation. Notification of cancellation must be made by the Permittee no later than 8pm the day prior to the day(s) to be cancelled, or Permittee is responsible for the full rate of use fees. Any refunds for advance payments made to the LACCD shall be at its sole discretion. Notification of cancellation shall be made to the Vice President of Administrative Services if such filming occurs on a college campus. LACCD reserves the right to cancel any usage under this Permit as appropriate, which includes but is not limited to violation of Article VII of the Board Rules and shall include the College need for the facilities for educational purposes. If such cancellation is required, LACCD shall provide Permittee with at least five (5) business days' notice. LACCD reserves the right to immediately cancel this Agreement without notice if Permittee's use of the Permit Area results in any violation of federal, state, local law or LACCD board rule, regulation or policy or when Permittee's use of the Permit Area creates an imminent danger of bodily harm, death to persons on campus or severe property damage to campus facilities. Permittee also agrees that if the production is cancelled, any agreed upon remodeling or restoration work started by Permitee shall be completed or returned to the original condition at LACCD's election and the LACCD's reasonable satisfaction, including painting, carpentry and/or any other project.

4. **Security Deposit.** The Permittee may be requested to provide a deposit with a check issued on behalf of the LACCD, as detailed in Part II of the Permit Agreement as security for the performance by Permittee of all terms, covenants and conditions of this Agreement. If Permittee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to any payments hereunder, LACCD may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any overages, fees (including but not limited to Cancellation Fees, Storage fees), damage, loss, injury, repair, restoration, labor, or the like, amounts or any other sums in default, or for the payment of any other amount that LACCD may expend or become obligated to expend by reason of Permittee's default. Said amounts shall be retained by East Los Angeles College and will be deducted from the Security deposit unless Permittee issues a new check for the required amount. If LACCD elects to do so, it shall first give notice to Permittee and give Permittee a reasonable opportunity to cure. If Permittee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Permittee's vacation of the Permit Area, LACCD as applicable, shall return the balance of the Security Deposit due to Permittee within ten (10) working days or promptly thereafter to the address listed on the Permit, or to a changed address of which Permittee has notified LACCD in writing. Permittee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 90 days of mailing, the unrefunded amount shall constitute part of the Permit Fee.

5. **Permittee's Rights to Materials Produced; Indemnity.** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the Permit Area by Permittee shall be and remain the sole and exclusive property of Permittee; including, without limitation, the perpetual and irrevocable right and permit to use and re-use said photography and/or said sound recordings in

NOT A PERMIT

connection with any motion pictures as Permittee shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity. The Permittee shall assume all costs arising from the use of copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of its performance under this Agreement, and the Permittee agrees to indemnify and hold harmless and defend the LACCD and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Permittee in connection with this Permit. In this regard, the Permittee's attention is particularly directed to the use of copyrighted music. Neither Permittee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the Permit Area or College in any motion picture production or otherwise. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. **College/District Name.** Unless the LACCD grants permission for Permittee to do so in writing, Permittee shall not use the name (including, without limitation, signs or logos) of the College or LACCD in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Los Angeles Community College District. Any use of the LACCD's names or logos shall require prior approval by its Board of Trustees. Unless as agreed to advance otherwise by the parties in writing, Permittee represents and warrants that the name of its production or its script, dialogue, photography, publicity or any of its advertising does not identify the Premises or Permit Area as belonging to the Los Angeles Community College District nor does it utilize the name (including, without limitation, signs or logos) of the College or LACCD without prior permission and in a manner that reflects negatively or derogatorily on the College or LACCD. In the event of a breach by error or mistake by Permittee of the preceding representation and warranty, in a manner that exhibits gross negligence or willful misconduct, the LACCD reserves the right to seek injunctive relief in addition to any other remedy available at law.

7. **Participants/Spectators.** Permittee shall take reasonable steps to insure that the students, the faculty, and the general public are excluded from the area in which it is filming. Permittee shall obtain releases from any participants outside of those in the employ of Permittee, including the parents of any minors involved, that it intends to incorporate into its photographs and/or recordings. In addition, if Permittee intends to employ students in its filming, Permittee is solely responsible for ensuring that consent is received from such students and any required contract or process for employment or volunteer agreement is handled appropriately by the Permittee. All spectators if allowed by LACCD and Permittee are limited to LACCD designated areas while watching such activities.

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8. Permittee's Insurance. Permittee shall provide the following insurance:

(a) Commercial General Liability Insurance:
$5,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$1,000,000 personal and advertising injury
$5,000,000 general aggregate
$5,000,000 completed operations and products aggregate

(b) Business Automobile Liability Insurance with a minimum combined single limit of $5,000,000.00 per occurrence.

(c) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

LACCD and its Board of Trustees shall be named an additional insured on all insurance by endorsement, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Permittee (and other applicable entering party) and shall contain a full waiver of subrogation endorsement. Permittee shall provide evidence of such insurance upon request of LACCD. Permittee shall cause the insurers to notify LACCD in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. LACCD reserves the right to require other coverage on a case-by-case basis (i.e., pyrotechnics, aviation, excess automobile and watercraft liability with minimum coverages of $10,000,000) or modify its insurance requirements at any time and Permittee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from or LACCD. Permittee shall not do or permit anything to be done in or about the Permit Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the Permit Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

9. As-Is Condition; Surrender Condition. Permittee accepts the Permit Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of Permit Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Permittee shall surrender the Permit Area to LACCD in the same or better condition as delivered to Permittee, ordinary wear and tear excepted.

10. Condition of Property

(a) Permittee agrees to leave Premises and all property of any kind located thereon in as good order and condition as they were immediately prior to Permittee's use of Premises, to restore Premises to such condition, and to pay for any injury, damage or loss that may occur in connection with or as a result of the Production or Permittee's use of Premises, including but not limited to use by Producer's agents, employees, independent contractors, and/or any

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persons invited or coming onto Premises in connection with the Production.

(b) Without detracting from the generality of the above, Permittee specifically agrees to conduct, or to pay LACCD's cleaning people to conduct, a thorough cleaning of the areas of Premises affected by or used in connection with the Production, including sweeping and mopping floors, vacuuming, pick up and raking of exterior, washing surfaces and windows, and general cleaning.

(c) Permittee understands that Premises is a place of business. Permittee will take care and will instruct his crew to take care of the Property, and in conducting or compensating LACCD for repairs or restoration, only qualified persons, in his or her professional field, selected by or acceptable to LACCD will be used.

(d) Permittee agrees that by the end of the last Shoot Day or Wrap Day, as applicable, Permittee shall remove from Premises all structures, equipment, and material placed thereon by Permittee or by anyone in connection with the Production.

(e) Permittee agrees that if any personal property of the LACCD is to be moved in connection with the Production, photos of the property in exact original position will be taken in advance and used at the conclusion to check that all has been restored to original condition.

11. Additional Cautions and Restrictions Re: Use of Premises. Permission to use college facilities may be granted when the property is not needed for college purposes. No activity shall be inconsistent with the use of the buildings or grounds for college purposes, or interfere with the regular operation or scheduling of college educational programs and activities and shall comply with the restrictions identified herein.

(a) Permittee agrees to provide adequate layout board and other protective floor, lawn, window, staircase railings, carpet and wall coverings, including cable crossings, and to place them under all equipment used inside and outside of the Premises and on areas of heavy foot traffic. Permittee shall cover floors of all areas used for food, including craft service and catering. Permittee shall also cover the driveway, garage and other places vehicles might park to prevent stains. Furniture pads are to be placed on tabletops, work surfaces, countertops and any other fragile surfaces. Bubble wrap shall be used on railings and any sensitive furniture or possessions. Permittee shall be responsible for any and all precautions reasonably necessary to protect Premises and property thereon. Permittee will remove all layout board, paper, tape, bubble wrap and other material or garbage from the Premises at the conclusion of use.

(b) Any painting must have LACCD's prior consent, and if such painting occurs and LACCD wishes to change the color or quality at the conclusion of Production, Permittee will pay for Premises to be re-painted using a painter and paint chosen by LACCD. For every day that passes after the Production Time Frame and until the re-painting is concluded to LACCD's reasonable satisfaction, Permittee shall pay a Wrap Day fee, except that such fees shall not apply to weekdays during which LACCD's desired painter is unavailable to start work.

(c) Permittee agrees to inform all cast and crew that no wandering within Premises is allowed.

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Crew members caught wandering away from the designated areas may be escorted off the Premises for the remainder of the Production Time Frame. Permittee is responsible to compensate LACCD for any damage or loss caused by disallowed wandering.

(d) No drilling into any surface, nails, double faced tape, water based smoke or dulling spray is/are permitted unless LACCD gives prior written permission. No oil based smoke is permitted at any time. Plumbing and fixtures may not be altered without LACCD's prior written permission.

(e) No smoking or e-cigarettes are allowed on Premises at any time, unless otherwise designated by the LACCD as a designated "Smoking Area".

(f) LACCD's phones, fax machines or other equipment may not be used without LACCD's permission. LACCD's food may not be eaten unless paid for.

(g) Permittee agrees to bring its own generator for electricity. If Permittee uses LACCD's electricity for anything other than normal houselights and charging of battery packs, Permittee agrees to pay $_____ per day for electrical use.

(h) Permittee agrees to provide bathrooms for the use of crew and cast; no use of LACCD's bathrooms is permitted without LACCD's permission.

(i) No eating or drinking will be allowed inside Premises, unless it is required for a scene to be photographed or there is inclement weather. If required for a scene, or used because of inclement weather, Permittee will undertake all reasonable efforts to protect the property from any damage, including but not limited to stains, odors, fire, tinting, and water damage.

(j) At the end of every Production day, Permittee will be responsible for picking up all litter, including but not limited to, cigarette butts, water bottles, cans, paper products, etc.)

(k) Permittee shall also comply with the additional general use of Premises requirements identified below:

1. **MANAGEMENT AND CONTROL OF FACILITIES**. the management, direction, and control of college facilities, which includes determining whether supervision is necessary while college facilities are being used, is assigned to the College President by the Board of Trustees.

2. **JURISDICTION OF DISTRICT EMPLOYEE**. Complete control of facilities is under the jurisdiction of the District's designated employee assigned responsibility for supervising the use of the facility. Such control includes the right to enter District facilities at all times to enforce District rules and regulations.

12. Alterations, Additions, or Improvements. Permittee shall neither make nor allow to be made, nor call upon LACCD to make, any decorations, alterations, additions, or improvements to the Permit Area or any part thereof (including, without limitation, painting or attaching any

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fixtures or signs) during the Term of this Permit Agreement without the prior written consent of LACCD, which consent may be conditioned or withheld in the sole and absolute discretion of LACCD. Any items or mailers used by Permittee on the Permit Area shall be freestanding and shall not be attached to other improvements on the Permit Area unless otherwise agreed to by LACCD in accordance with this paragraph. LACCD discloses and Permittee understands that any alterations, modification, and improvements to the Permit Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of LACCD shall be construed as a breach of this Agreement. If Permittee makes any alterations, additions, or improvements to the Permit Area without the written consent of LACCD, LACCD shall have the right to restore the Permit Area to the condition the Permit Area was in immediately prior to Permittee's occupancy, and Permittee agrees to reimburse LACCD for its costs incurred thereby within thirty (30) days of Permittee's receipt of LACCD's invoice. The exercise of LACCD's right to restore the Permit Area shall not excuse Permittee's violation of this paragraph nor shall the exercise waive any remedy at law available to LACCD. This paragraph shall survive expiration or earlier termination of this Agreement.

13. **Safe and Sanitary Use.** Permittee, at its sole cost and expense, shall use the Permit Area in a safe and sanitary manner. If the Permit Area is part of an operating College, damage, destruction, and excess trash and debris will affect LACCD's ability to conduct the instructional program. Permittee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the Permit Area. Permittee shall place layout board or other suitable protection (as approved by LACCD) on all floors and paths through which Permittee is moving furniture, props or other equipment and for all other areas of high traffic. Permittee shall report to LACCD any deficiencies in maintenance or condition of the Permit Area. Permittee shall be responsible for and pay for any repairs or replacements or any damage to the Permit Area that may occur during the Term hereof and that arises out of or is in any way related to Permittee's use of the Permit Area.

14. **Comply with Law.** Permittee shall comply at all times during its use and occupancy of the Permit Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Permittee shall not allow the Permit Area to be used for any unlawful purpose, nor shall Permittee cause, maintain, or permit any nuisance in, on, or about the Permit Area. Failure to comply with such federal, state, county, city, local laws or LACCD board rules or regulations may result in immediate cancellation of the permit without notice to the Permittee.

15. **Signs and Posters.** Except as provided for herein, Permittee shall not place any signs, posters, or other printed materials on the inside or the outside of the Permit Area or any part of the College without the prior written approval of the LACCD or LACCD's site administrator. Any such materials affixed to City or County owned property without prior approval from the appropriate City or County agency shall be prohibited and shall be deemed a breach of this Agreement. A sign may not state or otherwise suggest District or College endorsement or sponsorship unless prior approval has been granted by the LACCD Board of Trustees in

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advance.

16. **Tobacco, Liquor, Narcotics and Firearms.** Permittee shall enforce no smoking of cigarettes, cigars e-cigarettes, or tobacco use in the Permit Area and shall direct such activity to the authorized designated smoking areas on campus. Permittee shall not possess or use of intoxicating liquors or narcotics, no profanity, quarreling or fighting, betting, or other forms of gambling, including a raffle or lottery, and the conduct set forth in Article VIII of Chapter IX of the Board Rules on LACCD property. The possession and carrying of firearms and weapons of any kind on LACCD property shall be prohibited, except for on-duty peace officers or policemen, unless expressly authorized in writing in advance by LACCD, which authorization and any conditions thereto shall be in its sole and entire discretion, shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever.

17. **Use of Other Equipment; Classrooms.** The Permit Fee paid by Permittee is for the use of Permit Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of LACCD's equipment, LACCD does not guarantee the adequacy or the condition of any such equipment and Permittee agrees to accept the use of such equipment on an "as-is" and "where-is" basis, except for any defects that are undiscoverable upon reasonable inspection, and shall notify LACCD of any damage or destruction of such equipment. Permittee shall reimburse LACCD for the replacement value of such equipment if the damage or destruction of such equipment occurs during the Term hereof and arises out of or is in any way related to Permittee's use of the Permit Area. If any classrooms are used, Permittee shall supply the necessary supervision to ensure that they are left in the same condition as found as approved by LACCD. Permittee understands that: (1) College supplies may not be used or touched (including materials on the bulletin board); (2) written material found on chalkboards or dry erase boards may not be removed; (3) furniture that is moved must be restored to its original location; and (4) Permittee may not utilize any portion of the College that is not designated as part of the Permit Area but may use those logical pathways necessary for access to and from the Permit Area.

18. **Announcements.** Permittee shall post the following statement while conducting the filming authorized by this Permit Agreement.: 'Use of these premises has been granted pursuant to the provisions of Sections 81330, et seq., of the Education Code of the State of California; to [insert the full name of Permittee] from the Los Angeles Community College District. LACCD does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this event, meeting or activity." Permittee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use.

19. **Flammables.** Permittee shall obtain the necessary permits from the City or County Fire Department, and shall deliver copies of said permits to LACCD, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.

20. **Emergency Access.** Permittee shall ensure that as it pertains to the Permit Area, emergency

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fire exit pathways shall be a continuous and unobstructed means of egress to a public way and exit doors shall remain unlocked during all hours of operation.

21. **Other Structures; Power and Utility Sources and Electrical Cables; Elevators.** Permittee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Permittee. If Permittee uses the College's utilities, Permitee will be charged additional fees. All utilities brought to the Permit Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered and shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction there over, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to LACCD prior to the commencement of this Agreement. Permittee shall not (i) open any access doors, electrical panels, electric switches, switch plates, electric pull boxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Permittee shall not use any elevator without the prior written permission of LACCD, the Principal or Permittee's site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer and Permittee shall place protective pads in all elevators used to move any furniture, props or other equipment.

22. Waiver; Indemnity.

(a) LACCD shall not be liable for and Permittee hereby waives all claims against LACCD for damage to any property or injury, illness, or death of any person in, upon or about the Permit Area arising in any way due to, in Connection with, or related to, directly or indirectly, the use of the Permit Area by Permittee, Permittee's employees, agents, invitees, or contractors, except as provided for herein. LACCD and Permittee hereby agree and acknowledge that the relationship between LACCD and Permittee is solely a facilities use contractual permittee relationship and not a principal/agent/joint venture/partner relationship or any other relationship. Permittee is acting on its own behalf in using the Permit Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of LACCD, its colleges or as part of LACCD's or its college's operations. The provisions of this Section 22(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of LACCD's obligations under this Agreement.

(b) To the fullest extent permitted by law, Permittee shall indemnify, defend, and protect LACCD, LACCD's Board of Trustees, Film L.A., and their respective officers, directors,

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other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable outside attorneys' fees) incurred in connection with or arising from any cause (i) any default by Permittee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Permittee's part to be observed or performed; (ii) the use, occupancy or control of the Permit Area by Permittee or any authorized person claiming by, through, or under Permittee, Permittee's employees, agents, contractors, permittees directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the Permit Area during the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"), and (iii) any claim by a third party that LACCD is responsible for any actions by Permittee in connection with any use or occupancy of the Permit Area or in any way related to this Agreement; and (iv) any claim by a third party for Permittee's failure to obtain a release pursuant to Paragraph 7 of this Agreement. The provisions of this Section 22(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of LACCD's obligations under this Agreement.

23. Hazardous Materials. Permittee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the Permit Area by Permittee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At LACCD's request, Permittee shall provide any and all material safety data sheets for any materials or products that Permittee brings onto or uses on the Permit Area. Permittee shall not service, fuel or re-fuel any vehicle or equipment on the Permit Area. Permittee agrees to indemnify, defend (by counsel approved by LACCD), and hold LACCD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the College and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the Term of this Agreement as a result of Permittee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. Security. LACCD makes no representations or warranties regarding the safety or security of the Permit Area. LACCD shall not provide, supervise, or furnish personnel in connection with personal safety and security of Permittee's employees, invitees, customers, or other persons within and about the Permit Area. Notwithstanding the foregoing, LACCD shall have the right to employ security guards for the activities contemplated by this Agreement and charge Permittee for the reasonable cost of such services. LACCD shall have the right to call in the law enforcement at any time LACCD feels it is necessary for the protection of the Permit Area or

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the safety or security of persons within and about the Permit Area. If Permittee stores equipment or property on the Premises, Permittee assumes all responsibility to secure its equipment and/or property from the risk of theft, vandalism or loss. Permittee will hold _____College and the Los Angeles Community College District harmless should such property theft or damage occur as a result of security issues. Permittee agrees that _____College and the Los Angeles Community College District assumes no responsibility for any vehicle or its contents while it is operated or parked on campus property.

25. Assignment. Permittee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Permittee's interest in this Agreement or in the Permit Area, and any attempt to do so shall be automatically null and void. Notwithstanding the foregoing, Permittee will have the right to freely assign (i) this Agreement and any of the rights granted herein to any parent, subsidiary or affiliate of Permittee and (ii) the rights granted within Paragraph 5 in the normal course of business.

26. Default by Permittee. If Permittee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, LACCD shall give Permittee written notice of such non-compliance. If within 24 hours of Permittee's receipt of such notice, Permittee has not commenced to cure such non-compliance and within 72 hours from Permittee's receipt of such notice, Permittee has not completely cured such default, then Permittee shall be in default of this Agreement. The 72 hour cure period may be extended in the sole and absolute discretion of LACCD. In the event of Permittee's default hereunder, LACCD may terminate this Agreement whereupon the Term of this Agreement shall expire, and Permittee shall quit and surrender the Permit Area to LACCD. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Permittee's receipt of such notice except as granted, in writing, by LACCD. If a default shall be made under any provision of this Agreement, LACCD may reenter the Permit Area, take possession thereof, and remove all persons therefrom. If Permittee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Permittee continues to occupy the Permit Area, in addition to any and all remedies available to LACCD at law, Permittee hereby agrees that LACCD shall have the right to file an unlawful detainer action to recover possession of the Permit Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Permittee hereby waives the right to object to LACCD's use of the unlawful detainer procedure on the basis that its real property interest in the Permit Area is a permit and not a lease. Notwithstanding anything herein to the contrary, LACCD shall have the right to cancel and terminate this Agreement, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Agreement on the part of the Permittee that may in LACCD's sole discretion, jeopardize the health, safety, or welfare of the Permit Area or the occupants thereof. Notwithstanding anything to the contrary contained herein, LACCD shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Permittee under this Agreement; provided, however, the foregoing limitation shall in no way restrict, diminish or impair LACCD's right to seek monetary damages of any kind for any default by Permittee of any of the terms

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and provisions of this Permit, any such right to monetary damage hereby being hereby expressly reserved by LACCD.

27. **Natural Disaster; Civil Unrest.** Permittee agrees that an the event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the Permit Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in LACCD's sole and absolute discretion, or if access to the facility is required for use by LACCD pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Permittee. In the event this Agreement is terminated pursuant to this provision, Permittee shall be entitled to the refund of that portion of the Permit Fee applicable to the period that the Permit Area is not available for use by Permittee. PERMITTEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION. LACCD shall make good faith efforts to reschedule the production activities under the same terms and conditions if the Agreement is terminated due to this Section 27.

28. **Severability; Section Headings.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.

29. **Time of Essence.** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

30. **Entire Agreement.** All prior understandings and agreements between the parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

31. **Modification or Amendment.** This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.

32. **Attorney's Fees Provision.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs of which party prevails.

33. **Absence of Waiver.** No waiver by LACCD or Permittee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by LACCD or Permittee of the same or any other provision.

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34. LACCD's Right of Entry. LACCD and LACCD's agents shall have the right to enter upon the Permit Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the Permit Area as LACCD may deem necessary or desirable, to protect any and all rights of LACCD and to post such reasonable notices as LACCD may desire to protect LACCD's rights, provided that LACCD will not unreasonably interfere with the production activities.

35. Facsimile or Electronic Transmission. Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile or electronic, (including scanned documents), transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile or electronic, (including scanned documents), transmission shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is effected by a facsimile or electronic, (including scanned documents), transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

36. Representations; Warranties, District Authority. Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and grant the rights contained herein without the consent of any other party and the Agreement shall be binding upon the parties hereto. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services has delegated authority from LACCD Board of Trustees to bind the LACCD contractually. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

37. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California This Permit is issued in accordance with the provisions of the Education Code of the State of California. Any legal action, claim or proceeding shall be brought in a competent court of jurisdiction, County of Los Angeles, State of California.

38. Board Authorization. The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees. If sought, renewal of this Agreement shall not exceed five (5) years in total length.

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LACCD Contract # 13713

Notices. All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:

If to LACCD/or College:

_____

_____

_____

If to Permittee:

_____

_____

_____

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. Mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. LACCD and Permittee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by LACCD's or Permittee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

IN WITNESS WHEREOF, the LACCD and the Permittee have executed this Permit as of the date set forth above.

LACCD
LOS ANGELES COMMUNITY COLLEGE DISTRICT

Date:

By: _____

Name: Myeshia Armstrong

Title: VP Administrative Services

PERMITEE

Date:

By: _____

Name: Louis Milito

Title: Executive Producer

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PERMITTEE'S INITIALS

Permit #F00144837-B

LOCATION RELEASE

(Name) Mami Wang ("Owner") (Phone) 323.268.222
(Address) "CAKED L.A." 2119 S. Atlantic Blvd., Monterey Park, CA 91754 (Date) _____

1. Owner hereby grants to Above Average Productions, Inc. and its successors, licensees and assigns (collectively, "**Producer**") for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at **"CAKED L.A." 2119 S. Atlantic Blvd., Monterey Park, CA** (the "**Property**"), and to refer to the Property by its correct name or any fictitious name, for the purpose of photographing and recording certain scenes in connection with the program currently entitled "Kappa Delta Crypto" (the "**Project**") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. For purposes hereof, the Property shall include, without limitation, all interior and exterior areas, utilities, buildings and other structures on the Property, real and personal property, displays, and signs located in, on or about the Property, and Owner's name, and, as applicable logo(s), trademark(s), service mark(s) and/or slogan(s), as depicted in, on, and/or about the Property and other identifying features thereof. All physical embodiments of filming, recording and photography on the Property, whether occurring prior to or after the date hereof, shall hereinafter be known as the "**Materials**".

2. In full consideration of all rights granted herein, Producer agrees to pay to Owner, and Owner agrees to accept, a location fee as follows: **Producer's on screen Actor (who is acting in the scene as an employee of Caked L.A.) will be wearing Caked L.A.'s apron (provided by Caked L.A.) during the filming of the scene (this is the "Location Fee"). In the event Producer decides NOT to film his/her on screen Actor while wearing Caked L.A.'s apron (for any reason), Producer then agrees to pay Owner $250.00 per hour (for every hour of filming at Caked L.A.). In the event of this alternative scenario, Producer will owe Owner the full amount due on the same date of filming at Caked L.A.** Owner understands that Owner is responsible for paying all applicable taxes that may be imposed upon the Location Fee, and Owner releases and indemnifies Producer from any liability related to any applicable taxes thereon. Owner further understands that Owner must properly complete and submit to Producer an IRS Form W-9 or other similar form. Except for the Location Fee, Owner agrees that no other consideration shall be due to Owner for the use of the Property, and Producer shall not be obligated to pay Owner or any third party any consideration whatsoever, regardless of the time or method of any use of the Materials.

3. **Producer may place all necessary facilities and equipment on the Property and agrees to remove the same after completion of work and leave the property in substantially as good of condition as when received, except for reasonable wear and tear. Producer will use reasonable care to prevent damage to said Property. In the event Owner claims that Producer is responsible for any loss or damage, or both, Owner must notify Producer, in writing, within five (5) days of the date that Producer vacates the Property, which writing shall include a detailed listing of all Property damage for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the Property so claimed to be damaged. The extent of any loss or damage will be adjudicated by Producer in its sole discretion.**

4. Owner agrees to indemnify Producer against any claims or demands (including without limitation, outside attorneys' fees) ("**Claims**") arising from or in connection with any breach of Owner's representations, warranties or agreements set forth herein and/or Owner's gross negligence and/or willful misconduct. Except with respect to those matters covered by Owner's indemnity above, Producer shall indemnify Owner against any Claims of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of gross negligence on Producer's part in connection with Producer's use of the Property as set forth herein.

5. **Owner grants to Producer and its successors, licensees and assigns, all rights of every kind in and to the Materials, including without limitation the right to use and exploit the Materials throughout the universe in any manner in all media formats now known or later devised in perpetuity, and in connection with the Project or otherwise, including, without limitation, distribution, exploitation and exhibition for the Project and for advertising and promotional purposes in connection therewith, and all rights, including copyright, in the Materials shall be and remain vested in Producer, and neither Owner, nor any tenant, nor any other party now or hereafter having an interest in the Property shall have any right of action against Producer or any other party arising out of any use of said Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Without limiting the foregoing, Owner hereby agrees that Owner shall not have the right to terminate, revoke or rescind this release or to enjoin or restrain the distribution,** exhibition or other exploitation of the Project or any advertising, promotion, publicity or other materials produced in connection with the Project or elements thereof or rights ancillary thereto.

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6. Producer is not obligated to actually use the Property or produce the Project or include the Materials in the Project for which it was shot or otherwise. Producer may at any time elect to cancel this Location Release by giving Owner notice of such election, in which case neither party shall have any obligation hereunder. Producer may assign, license and/or delegate, in whole or in part, this Location Release or any of its rights or responsibilities hereunder, and this Location Release and all of the rights granted to Producer hereunder shall inure to the benefit of Producer.

7. Owner affirms that no one acting for Owner gave or agreed to give anything of value to Producer, to any member of the production staff, to anyone associated with the Project or the network broadcasting the Project or to anyone else for mentioning Owner's name or the name of the Property in the Project. Owner further acknowledges that it is a Federal offense, unless disclosed prior to broadcast, to give or agree to give anything of value to promote any product, service, or venture on the air and Owner agrees to notify Producer immediately in writing if any person attempts to induce Owner to violate the foregoing.

8. Owner agrees that without the prior written approval of Producer, Owner shall not discuss this Location Release, the results and proceeds hereof, the Project itself, or the use of the Property in the Project with any third party; except that Owner may make factual incidental, non-derogatory mention after the initial exhibition of the Project in which the Property appears. Further, Owner agrees that Owner shall not make any commercial use of the Project or the fact that Producer utilized or mentioned Owner or the Location in and in connection with the Project. Owner's confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site, micro-blogging service, user-generated or user-uploaded content website, online forum, discussion thread or comment section, personal website or blog, user modified website ("wiki"), or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, Owner may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube, Tumblr, Instagram or any other similar website or service, whether existing now or in the future.

9. Owner acknowledges that Producer is photographing and recording such scenes in express reliance upon this Location Release. Owner represents and warrants that Owner has all rights and authority to enter into this Location Release and to grant the rights granted hereunder, and that the consent of no other person or entity is necessary to grant the rights hereunder. Owner acknowledges that Producer is not relying on any representations or promises not contained in this Location Release. No other authorization or payment is necessary to enable Producer to use the Property for the purpose herein contemplated. This Location Release shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California. If there is a dispute between Owner and Producer which cannot be settled by mutual agreement, Owner and Producer agree that the Federal or State courts in the city, county and state of Los Angeles County, California and courts with appellate jurisdiction therefrom shall have exclusive jurisdiction of such matter and that venue therein is proper and convenient. This Location Release constitutes the entire understanding of the parties and replaces any and all former and contemporaneous agreements and understandings relating to the subject matter hereof. No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. This Location Release may be executed by original, facsimile or electronic signatures, each of which will be deemed an original.

AGREED AND ACCEPTED:

OWNER

By: Mark Wang

Its: Authorized Signatory

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